



## Terms & Conditions

### Terms of sale

Prices: [Quoted FOB Portland OR.](#)

Normally shipped via flatbed truck. Purchaser may choose carrier if desired.  
Please indicate on purchase order.

Payment Terms: [Net 30 days](#)

Net 30 days unless other arrangements are made direct with J.H. Baxter  
Plases pay from invoice. A service charge of 2% per month (annual rate 24%) or maximum allowable by law will be charged on past due accounts. Any action for collection of this amount, the prevailing party shall be entitled to reasonable attorney fees and court costs.

[Volume Discounts: on quantities of 5 or more.](#)

### Manufacturing

Unless otherwise stated, all materials shall be manufactured in accordance with details as submitted by purchaser. Purchaser waives all claims against us as to deficiency in quality, measurement, quantity and conditions of goods unless such claims are presented at time and place of inspection and said goods, if out of our possession, are held intact for our re-inspection, any such claim must be filed within 15 days of receipt of material.

J.H. Baxter will not assume responsibility for improperly manufactured materials supplied by purchaser.

Deliveries via truck must be accepted at a place accessible under the truck's own power.

Any tax or charge imposed by any governmental authority or agency upon the manufacture, sale, storage or use of any commodity referred to herein shall be for purchaser's account and in addition to prices noted.

Any increase in freight rates shall be charged to the purchaser's account.

Upon delivery of goods, any loss, damage, or injury to property sustained during transit must be reported to the carrier's agent. Freight claims submitted to us will not be allowed without agent's inspection report.

## **Durability and Service**

Laminated Douglas fir light standards have been in service since 1963 with no reported failures. In building construction, laminated wood is specified for beams and support members and decorative trim because of its added strength, straight and true consistency and accurate dimensions. Those same attributes result in laminated wood members being specified for in a variety of outdoor installations, including bridges, support beams, road signs and lighted bollards. This history of performance assures users of Timberwood® laminated light standards decades of dependable service.

## **Structural Standards**

Timberwood light standards are designed using procedures given in the Timber Construction Manual. With approved luminaires they meet or exceed the NEMA deflection requirements for 100 MPH wind including a 1.3 gust factor. Approved combinations will satisfy requirements for heavier wind areas. Suggested luminaire weights and EPA loading criteria are available upon request.

Laminated Douglas fir light standards are manufactured under stringent quality control guidelines and are pressure treated and inspected under AWWA standards C1 & C28 with pentachlorophenol in light hydrocarbon solvent per AWWA P8 & P9, latest revision. Structural glue laminated light standards are engineered product comprised of assemblies of specifically selected and prepared wood laminates bonded with adhesives. These assemblies are prepared under AITC standards 110-84, 111-79 and 200-92.

Lumber is west coast region Douglas fir as specified by 4.1 ANSI 05.2-2002. Or Port Orford cedar. All laminating lumber shall be graded in accordance with applicable grading rules of the West Coast Lumber Inspection Bureau

## **Warranty of Quality**

J.H. Baxter Timberwood Products has no formal written warranty or guarantee. However, our 100-year-old reputation stands behind everything we do, so we will happily replace any flawed product.

Final inspection and acceptance of each pole will be made by the purchaser at the destination. In case such inspection shows that materials do not meet the specifications or have been damaged in transit, then before accepting them from the transportation company and before unloading, the owner will report to the J.H. Baxter or their representative by telephone or fax, J.H. Baxter must determine disposition before any action is taken and will instruct procedure.

J.H. Baxter will pay transportation costs both ways on all rejected poles. Neither inspection, waiving of inspection, nor the owner's acceptance shall relieve the processor from obligations to furnish poles to meet the requirements of this specification.